THE GENERAL COURT MARTIAL, NOW IN SESSION.

'We are indebted to the Washington "Union for the following account of the proceedings of the Court Martial in the case of General TALCOTT: MONDAY, JUNE 23, 1851.

THE MILITARY COURT MARTILE, convened for the trial of Brevet Brigadier General Talcorr, Colonel and Chief of the Bureau of Ordnance, met at twelve o'clock : Present, Brevet Majors General D. E. Twicos, (president,) J. E. WOOL, P. P. SMITH, B. RILEY, G. Grasden; Brigadier General J. B. WALBACH, S. CHURCHILL, J. G. TOTTEN, T. CHILD., J. J. ABERT; Colonel J. B. CRANE; Brevet Colonel J. PLYMPTON; Brevet Major J. P. LEE, judge advocate. J. M. CARLIELE, Esq., counsel for Gen. Talcott. Brevet Maj or General N. S. CLARKE, absent.

After the Court was duly organized, the Judge Advocate read the order from the War Department to the Court. The Court was ordered to be cleared.

Upon the re-opening of the Court, the Judge Advocate stated that it stood adjourned until to-morrow morning, at nine o'clock, in consequence of the absence of Gen. CDARKE. TUESPAY, JUNE 24, 1851.

The Court met at 9 o'clock, and the record of yesterday A note was s received from General Tarcory respectfully

requesting that the trial be not commenced until after the arrival of the el wen-o'clock train, in the hope that the absolu member (G: n. CLARKE) may arrive, as he did not wish the trial to proce ec I except with a full board.

The Cour t was ordered to be cleared. Upon re-a se smbling, the Court took a recess until 12 M.

The Court re-assembled at the appointed hour art conministered to es ch of the members and the Judge Advocate. The Junes Acrocars seked Gen. Talcerr if he ebject ed to any men bers of the Court.

No objection theing made, the charges were then fend

They are three in number, all relating to the same transaction, the variou is facts and circumstances being set out in number of spec ifications. Charge first is for violation of the 132d article of ord-

nance regulation us, which directs that no contract for ordnance stores or a upplies shall be made by any officer or agent of the corps with tout special authority of the Colonel of Ordd by the Secretary of War. The alleged ied to have been by an order of the Colone of Ordnance him self, without the sancti on of the Secretary, to Col. Huger, a thorizing him to procure by open purchase shot and shells to a remarkable extent, for the use of Eor Monroe; in pursu ance of which author ity Col. Huger gay an order for 500 to ms of shot and shells t Dr. E. Carmi which Carmichael assigned to the Tredegar Iron Works at Richmond, for the consideration of \$6,500 paid him, and which order or cos stract, it is charged, Gen. Talcott after-Wards approved.

Charge second is for disobedience of orders and instruc

tions of the Secretar y of War, in relation to a contract fo supplies, viz. the cont ract above allused to, which it is alleged the Secretary had previously refused to give to Carmichael. Charge third is for conduct unbecoming an officer and a gentleman—the specifications alleging various false statements and reports to the Secretary, to the effect that no such

The Jungs Anvocas or then asked the recused if he please guilty or not guilty. G en. Talcott replied in the negative, and handed to the Court t the following, which was read : Mr. President and Gen tlemen of the Court:

Desiring to interpose, no obstacles to a full and fair inquiry into the facts upon which these charges and specifications have been constituted, I respectfully request that I may be allowed to reserve all matter touching their sufficiency in lates to be used in the discretic in of counsel at the summing up of my defence; and with this sreservation I now plead to all and singular the s.id charges; and specifications, not guilty.

Appearing before you under circumstarices for which I

n prepared by any thing in the experience of my past life, I desire to intrust the defence of my honor and che onal frie and here present; and to this end recuer to a processional rife du nere present; and to this end.

I request that J. M. Carlist e, Esq., a member of the bar of
this city, may be allowed to attend me during the open sessions of the Court, under the restrictions or dinarily imposed.

G. T ALCOTT,

Brevet Brige wier General.

Mr. CARLISLE stated that t he accused had some time since ammoned the Hon. Wm. | L. Marcy as 12 witness on his appearing, he should expect a reasonable delay from the court, in order that his testimos 1y might be obtained.

The Junez Anvocars rems rked to the court that, by ar agreement with the counsel of the accused, they had defermined to examine witnesses only upon the points in the case in the order of time in which they occurred, and thus present a continuous narrative. This wo uld necess arily involve the calling of some of the witnesses se veral times; but the Court would find that they would arrive at the facts much sooner in this way than in any other.

Captain MAYNADIER called. Hi stated that he was the the principal assistant to the Chief of the O chance Department, and had been on that duty from February 1, 1842, to the present time continuously, and a uring that period Gen.

Talcott had been in charge of the h ureau. He stated that the usual annual appropriation for the use of the bureau was \$100,000, which sum was for fortifications and the purchase of munitions of war generally. He this in proceeded: During the temporary absence of Gen. Talcot t, in 1850, I was in charge of the bureau. Dr. Carmichael called and submitted to me certain papers from ex-President Typer: and ex-Secretary Wilkins, by virtue of which he claimed to be entitled to a contract for shot and shells. I referred him to the Secretary of War (Mr. Crawford,) by whom the papers were sent to

me for an official report.

[The report was then read. The purport of it was, that the Government did not require any shot or si hells; but, even if it did, it would first be if it did, it would first be necessary that a n appropriation should be made, as there were no funds on h and.]

I was absent from the bureau from 16th ( )ctober to 21st

November, 1850, and on my return learned I that Dr. Car-michael had been there on the same business, but he had gone before I came back.

The SECRETARY OF WAR called.

Question. Did Dr. Carmichael apply to you for a contract to furnish shot? and, if so, state the part iculass. Answer.—Some time about the latter er id of October, 1850, or early in November, General Talcott came into my room at the Department, shortly after I reached it in the morning, accompanied by a gentleman whom he introduced to me as Doctor Carmichael, of Virginia. After the gentlemen were steated, General Talcott told me that the Doctor wished to see me on business, which he would explain. wished to see me on business, which he would explain.

Doctor C. then observed that he came to see rue in relation
to a contract for making shot. He said that he made a contract for a considerable quantity of shot with some previous head of the department, and that he had left office before the contract was executed, and therefore the contract had never been fulfilled; that he had, however, applied so my immediate predecessor (Mr. Crawford) to carry out the contract, and that he had recognised it, but had also left office before the contract was executed, and that he called upon me now to execute the contract. I asked him if he had the contract, or if it was in writing-I forget which; he stated that it was not in writing, but that it was fully understood, and that Mr. Crawford was satisfied of the existence of the contract and recognised its validity. I asked him if he had any evidence of that recognition. General Talcott, who was predence of that recognition. General Talcott, who was present during this conversation, had a bundle of papers in his hand. I asked General T. if those were the papers, and he replied they were. I requested him to hand them to me, which he did. I examined the papers to look simply for the recognition of Mr. Crawford. I found a paper which I read attentively; and after soing so I observed to Doctor Carmichael that, according to his paper, it seemed to me that Mr. Crawford, so far from acknowledging the existence of any contract on the part of the Government, expressly and positively negatived the existence of a contract. The Doctor said he thought differently; and I then read to him the last said he thought differently; and I then read to him the last clause of Mr. Crawford's letter, in which he refers to the report of the Bureau of Ordnance, and said, "that whenever the means are granted, the Department would pursue the orthe means are granted, the Department would pursue the or-dinary and legal mode of making contracts." The Doctor still contended for some time that his view of the letter was correct, and also stated that there was a verbal understanding between himself and Mr. Crawford by which he was to make this contract. In answer to that, I told him that I had adopted as a rule, ever since I had been in the Department, having been frequently called upon to recognise promises made by or with my predecessors, to recognise nothing binding that did not appear upon the records of the Department or in writing. The Doctor made a very earnest appeal to me to be allowed to make some shot, and presented what he considered a good many arguments to induce me to let him make some shot; but I persisted in my refusal in very positive terms. He left the office somewhat diesatisfied at my decision.

Did Gen. Talcott take any part in the above

lection is, that during the whole of the conversation Gen. T. remained silent. Indeed, I was some-what surprised, after I had looked at the papers, at his rewhat surprised, after I had looked at the papers, at his remaining silent and allowing Doctor 'Jarmichael's statement that there was a recognition of a con' ract by Mr. Crawford to go uncontradicted. I thought of it after they had left the room as a singular circumstance; and, being in the habit of taking the verbal statement of the heads of bureaus as facts, I should have believed that Mr. C rawford had made a contract, if Gen. Talcott had not had the papers in his hand. I was more surprised from the fact that a day or two after General Talcott came into my office of other business, and introduced the subject of this conversation with Doctor Carmiebael, and observed to me. "You are right: there never was a recognition." observed to me, "You are right; there never was a recognition of the contract;" and spoke, as I thought, somewhat sneeringly at Doctor Carr nichael's declaration that there had en such a recognition.

Cr oss-exar The counsel for defence asked the witness if Gen. Talcott took any part in the conversation with Doctor Carmichael; who replied that he did not. Question by defence. Did Gen. Talcott have the papers in on, or conly pass them to you from Doctor Car-

Answer. He had them, and brought them with him Question by definee. Did Doctor Carmichael state the time and place where t'ae verbal centract with Mr. Crawford was

Answer. I do not think that Doctor Carmichael stated any

articular time; or place.

Question by defence. Did you consider it necessary for Gen l'alcott to explain to you the nature of the papers when you

Talcott to explain to you the nature of the papers when you had them there for your own examination?

Answer. My looking at the papers at all was entirely accidental. If Gen. Talcott had stated to me officially that there was such a contract, I would have taken the fact for granted, as I am in the daily habit of doing in reference to contracts made by all the bureaus. And when Doctor Carmichael made this assertion in his presence, and he remained silent, I considered it at the time as equivalent to his making the declaration himself, or nearly so; and I took the papers with an entire conviction that I should find in them a recognition of the contract by Mr. Crawford, and was a good.

The hour of 3 o'clock having arrived, the court adjourned until this morning at 9 o'clock.

ntil this morning at 9 o'clock

THIRD DAY-WEDNESDAY, JUNE 25, 1851.

'Cros: -examination of the Secretary of War—Continued.

Question. You stated in your direct examination yesterday
that when you asked Mr. Carmichael if he had any evidence
of the recognition of his contract, he answered that the papers in the case would show it; and that you thereupon asked General Talcott if the papers he held in his hand were the papers in the case, to which he answered they were, and handed them to you upon your request. hended them to you upon your request. Have you any knowledge that the said papers, which, according to your re-collection, were handed to you by General Talcott, were other or less than the true papers, necessary to the decision of the question whether such recognition had in fact and law been made ? Answer. I have no such knowledge.

Answer. I have no such knowledge.

Question. You have stated that the said bundle of papers contained the original decision itself of Mr. Secretary Crawford upon the validity of the said alleged contract. Are you able to state what other papers it contained?

Answer. I do not know that it is an original; I am not sufficiently acquainted with his handwriting. I do not think that I examined any other paper in the package except the letter of Mr. Crawford, referred to in my testimony of yesterday. I took up that because I saw the name of Mr. terday. I took up that because I saw the name of Mr. Crawford appended to it. I asked Doctor Carmichael if that was the paper which contained Mr. Crawford's recognition. He said it was; and he never alluded to other papers than

. When Mr. Carmichael answered your inquiry whether there was a contract made with Mr. Crawford, what induced you to ask General Talcott if they were the

Answer. I presume that I was induced to ask that qu tion, because the idea occurred to me that if they were the papers I would look for the recognition spoken of.

Question. If General Talcott brought with him, and held

conspicuously in his hand before you, the papers touching Carmichael's claim, and amongst them a clear written decision against him by Mr. Crawford, could you suppose that

sion against him by Mr. Crawford, could you suppose that he meant knowingly to endorse an untruth, the means of exposing which he himself, at the same time, as you say, held openly under your eye in such a manner as to lead you to understand that it was the paper referred to?

Answer. I did not say that he held the papers conspicuously before me, or so as to invite my attention, but he held the package openly in his hand. Upon the supposition that I would examine the papers, such a design is not supposable; but, upon the supposition that I might not examine the papers, such a design is perfectly consistent with the fact of papers, such a design is perfectly consistent with the fact of his having the papers in his hand.

Question. Can you suggest a reason why Gen. Talcot should have brought these papers before you, (if he did,) while he meant to give countenance to an assertion pramity refuted by them ?

Answer. I could only give suspicions. I do not desire to know no facts. I desire to correct my answer. Speaking of suspicion, I do not mean to say that I then entertained any suspicion. I thought that Gen. Talcott's conduct was strange and singular, and I reflected on it after they had left the room, and also the day after—so much so that it made an impression on my memory. It struck me as strange at the time, and more so in consequence of what Gen. Talcott afterwards said on the subject.

Question. Did Dr. Carmichael make any other applica

tion to you than that specified in the interview in question, viz. to redeem the pledge which he alleged the former had

Answer. Dr. Carmichael urged upon me to allow him make a quantity of shot, partly on the ground of a positive contract, and partly on account of equitable circumstances which he mentioned—such as having made arrangements to which he mentioned—such as having made arrangements to comply with the contract and having been disappointed; and in fact used every means to induce me to give him a con-tract, as other people do who want to make one with the Government, and mentioned among other things that he was oing to live in my city, New Orleans. I was inflexible, owever, and perhaps showed some little impatience, because thought he had attempted to introduce a deception upon

ne, and he finally gave up in despair.

Question. Please to state at what time you left this city
n the fall of 1850; and when did you return?

Answer I left in the early part of October, and was gone fortnight or twenty days. I returned on the 23d October, 850, as the records of the Department show, and resumed iness of the Department on the 24th. Question by the Court. Was there any thing in

cumstances inconsistent with the supposition that Gen. Talwould, at that interview, have given the opinion he wards expressed, viz. that there was no pledge in Mr. Crawford's letter, provided you, in the mean time, had not come to the same opinion by the perusal of Mr. Crawford's letter?

Answer. The reason why my surprise at Gen. Talcott's silence, when Doctor Carmichael asserted that there was a written recognition of the contract by Mr. Crawford, was in-creased by his remarking the next day, or a day or two after, creased by his remarking the next day, or a day or two after, that I was right in my decision by deciding that there was no recognition, was this: I had supposed it possible that Gen. Talcott agreed with Doctor Carmichael in thinking that the letter signed by Mr. Crawford amounted to a recognition of his contract; but when he afterwards said that he agreed with me that there was no such recognition, my surprise a his silence increased, because I did not know how to accoun

Captain Maynadier recalled.

Question. In making your report to the Secretary of War May, 1850, did Gen. Talcott ever express to you an opi-

ion upon the subject?

Answer. I do not recollect ever to have heard Gen. Telcott express an opinion on that subject; but in writing that report, as in charge of the Department during his temporary absence, I endeavored to express exactly what I thought would be his views, if present. I was in the habit of writing reports sometimes without previously consulting Gen. Talcott, and then submitting them to him for his examination: and it was very rarely that on any official question we dis agreed at all. I therefore have no doubt that if Gen. Talco had been present he would have signed the same report made, and that it would have gone to the Secretary with h

michael, of the purport or scope of declarations of which he, the accused, not being present, can have no knowledge, and which are clearly incompetent to affect him in any manner. Objection noted, but no decision made by the Court.

Examination of Col. Huger-resumed. Question. Did you afterwards communicate the sul ance of this conversation with Doctor Carmichael to Gen

rail Talcott?

Answer. I do not recollect whether I did or not. I furnished Doctor Carmichael with a memorandum of such shot as I thought it advantageous for the United States to procure. On the 8th of November Doctor Carmichael returned to Fort Monroe from Washington, and handed me a letter authorizing me to procure shot and shells, signed by General Talcott. [Letter read in evidence.] When he bought me that letter I gave him an order for a supply. One cason why I was induced to give him this order immediately was, that a foundry near Fredericksburg, of which he was an agent, had made shot on similar terms, and I understood from him that they were to be made at that same foundry. It was distinctly understood that they were to be made at that foundry, and that fact had great weight with me in giving him the order. Doctor Carmichael also handed me a memorandum from a clerk in the Ordnance Department, (Mr. Alger,) showing the lowest prices ever paid for shot or shells. I have not got the memorandum, and it was probably lost. It stated the price of shot and shells generally, without distinguishing as to caliber, and that was the price stipulated for by Dodor Carmichael, with an additional fraction to cover the expenses of transportation from the foundry to Fort Monroe. By the next mail I received a letter from Mr. Alger, stating that, upon examination, he found some shot had been purchased at a less rate; this last letter arrived after Doctor Carmichael had left. I came to Washington about the midde of November. A few days after my arrival here General Talcott referred to me a came to Washington about the middle of November. A few days after my arrival here General Talcott referred to me a letter from Governor Kemble to hin, dated November 17. [Original shown.] I am not certain how or where I received this letter; my impression was that General Talcott brought it to me, and I was told that it was eferred to me to answer. [The letter stated that Doctor Camichael had offered Mr. Kemble the contract, reserving to hinself the "lion's share

I answered the letter, [copy produced,] but before doing so consulted with Gen. Talcott about the matter, which was the first conversation with him upon the ubject.

[The letter states that he is not justorized to transfer the contract.]

contract in the menner which Doctor Carmichael proposed to Mr. Kemble; that a limited number of hot would be required at a time, and then only in such quanties as there were funds

to pay for them.]

I showed my answer to General Talcott. The General agreed with me that it was a proper hawer; and I considered that he approved of my course in desining to make the transfer to Kemble. The General did some to make the transfer to Kemble. of War would be incensed, and ustly so, if such an order or supplies should be hawked abot in market. He also did express surprise at the amount of he order; but I did not understand him as reproving me fr having done so. A few days after writing that letter I redwed one from Capt. Stone, in temporary command of the arenal at Fort Monroe during my absence, of the contents of which I informed General

[The letter of Capt. Store, enclosing power of attorney from Dr. Carmichael in favo of J. R. Anderson, President of the Tredegar Iron Works, was read.]

On the receipt of that leter from Capt. Stone, I wrote to

him, with the approbation and direction of General Talcott, and directed him to return the power of attorney to Mr. Anderson, and to state that Doctor Carmichael had no right to with General Talcott of the subject. He knew that I had declined the transfer of he order both to Anderson and Kemble. I returned to my post, and there received a letter from Mr. Anderson, arguing the legality of the power of attor-ney, and denying that my transfer of the order had been made to him.

Exceptions by defeace. Objected to evidence being intro duced of any correspondence between third parties, which is is not proved had been ratified or approved by the accused.

The Judge Advocate opposed the objection, and the Court was ordered to be cleared.

Upon opening, the Court deaded they would hear objec-ions, as asked, but that the examination of the witness would Question. State all that occurred in regard to the execu

tion of the contract when you returned to Fort Monroe.

Answer. I do not consider the contract was executed on my part. I declined, in my letter to Mr. Anderson, written Captain Stone, to have anything to do with the contract. That official order was sent to me, and was not revoked by me in any way. I had a correspondence with Mr. Anderson on the same subject.

Question. Is not this letter written by you to Mr. Ander

son? [Letter of the 6th December, 1850, shown.]

Answer. Yes, sir; it is my letter to him.

Exceptions to the letter being read made by the defence.

Court cleared.

Upon re-opening, it was decided that the letter sh Purport of letter was that he (Huger) was willing that Anderson should have the contract, but that it would first be necessary to not Cour. Takent, who was much income with Gen. Takent.

The hour of three having arrived, the Court adjourn We published yesterday a synopsis of the charges. We ow give below the charges and spedications in extenso.

Charges and specifications to charges preferred against Bre vet Brigadier General Grongs Talcorr, Colonel of the Ordnance Department, by order of the Secretary or

WAR.

CHARGE I.—Violation of 132d article of the regulations for the government of the Ordnance Department.

Specification.—"In this: that he, thesaid Brevet Brigadier General Talcott, colonel of the Ordnance Department, in charge of the Ordnance Bureau of the War Department, did, without the sanction of the Secretary of War, at Washington, November 6, 1850, write, and transmit by the hands of Doct. Edward Carmichael, to Brevet Colonel Benjamin Huger, a captain in the ordnance department, commanding the arsenal captain in the ordnance department, commanding the arsena at Fort Monroe, the following letter of instructions, to wit: " ORDNANCE DEPARTMENT,

"" ORDWANCE DEPARTMENT,
""WASHINGTON, NOVEMBER 6, 1850.
""SIR: It may be well to provide more shot and shell from time to time for the post of Fort Monroe; and for this purpose you are authorized to procure them to a reasonable extent, if, as I suppose, (the price of iron being now so low,) they can be had on favorable terms. You will make the necessary estimates of funds to meet the deliveries as they occur; they should be procured by onen purchase only.

they should be procured by open purchase only.
"I am, sir, respectfully, your obedient servan
"G. TALCOTT "G. TALCOTT,
"Brevet Brig. Gen., Col. of Ords
"Col. B. Hugkn, Fort Monroe Arsenal." and on the receipt whereof the said Benjamin Huger having, on the 8th November, 1850, at Fort Monroe arsenal, given to the said Doctor Carmichael an order in writing, as follows:

"'FORT MONROE ARSEMAL, NOVEMBER 3, 1850.
"'SIR: You will please furnish the Ordnance Department with five hundred tons 32-pounder solid shot, at such times within one year from this date as shall be practicable, to be delivered on the ordnance wharf at Fort Monroe, subject to inspection, and free of all cost to the United States.
"'For the shot when inspected will be paid three cents, three and one-fourth mills per pound, (3 cents 3½ mills,) with the understanding that the department may, at any time within the year specified, order and receive from you shot and shalls of any calliber, in any quantities not exceeding five hundrals. in the year specified, order and receive from you shot and shells of any calliber, in any quantities not exceeding five hun-dred tons, at the above-named price per shot, and at the rate of four cents and one-fourth of a mill per pound (4 cents ‡

or shells.
" 'Respectfully, your obedient servant,
" 'BENJ. HUGER, Brevet Colonel.

" Doctor EDWARD CARMICHAEL." which order the said Carmichael did then and there accept, and, upon the terms and conditions thereof, did contract with said Huger for shot and shells; and the said Huger having thereafter—that is to say, on the 21st November, 1850—at Washington, communicated to the said George Talcott, colonel of the Ordnance Department, that he had, under the instructions contained is the aforesaid letter from said Talcott, dated the November 6, 1850, given the said order to said Carmichael, and, upon the terms and conditions thereof, concluded a contract with said Carmichael, he, the said Talcott, did allow and approve the said act of said Huger, thereby permitting and sanctioning a contract for supplies to be made and carried into effect, without the sanction of the Secresary of War, and in violation of the 132d article of the regulations for the government of the Ordnance Department."

CHARGE II.—" Wilful disobedience of orders and instructions from the Secretary of War in relation to a contract for sup-plice."

from the Secretary of War in relation to a contract for sub-phics."

If made, and that it would have signed the same report I made, and that it would have gone to the Secretary with his signature in so many words. Gen. Talcott subsequently read and approved my report. I have quite a distinct recollection that I showed him the report shortly after his return in May or June, 1850; and I am quite certain that he expressed his approbation of it in March of this year.

Question. Has not that report shood from that day to this as the official report in Doctor Carmichael's case?

Answer. It has so stood.

Question. Do you know that any other subsequent occasion arose for any report or other official action of the bureau in that matter before Doctor Carmichael brought up the case to Mr. Conrad last fall?

Answer. I do not.

Judge Advocate. Mr. President, I propose the defence admit that he was at Willard's Hotel on the 23d October, 1850.

[Admitted.]

Colonel B. Huora sworn.

Question. Will you relate to the Court the facts and circumstances attending your giving Doctor Carmichael, in November last, an order to furnish supplies to the Ordanance Department, on the Secretary of War in relation to a contract for sub-phics."

In this: that he, the said Brevet Bridadier General George Talcott, colonel of the Ordanace Department, on the lat November, 1850, and being then the war between this official accounts on the lat November, 1850, and there prevent in his official accounts on the state to the Court the facts and circumstances attending your giving Doctor Carmichael, in November last, an order to furnish supplies to the Ordanace Department, on the lat November, 1850, informed by a supplies to the Ordanace Department, on the lat November, 1850, informed by a supplies to the Ordanace Department, on the lat November, 1850, informed by a supplies on the first charge, with the design and purpose to authorize and procure from and Huger the order and contract for shot and shells, and thereby to evade and disobey the aforeact of

CHARGE III .\_ " Conduct uni

ecification 1st. "In this: that he, the said Brevet BrigaGeneral George Talcott, colonel of the Ordnance Denent, in charge of the Ordnance Bureau of the War Denent, did, by the means and contrivances set out in the
fication to the first charge, and in the specification to the
d charge—that is to say, by his letter of instructions to
et Col. Huger, of the 6th November, 1850, sent by the
to ordinary of the first charge, and by his subsequent approval of
ordinary of the first charge, and cannot made by said Huger with said Carmichael—auze and procure, and cause to be made, a contract for the

rity of his office, a breach of the trust reposed in him, and unbecoming an officer and a gentleman."

Specification 2d. "In this: that he, the said Brevet Brigadier General George Talcott, colonel of the Ordnance Department, in charge of the Ordnance Bureau of the War Department, did, by the means and contrivances aforesaid—that is to say, by his aforesaid letter of the 6th November, 1850, to Brevet Col. Huger, sent by the hands of Dr. Carmichael, and by his subsequent consent to the contract aforesaid, made by said Huger with said Carmichael—authorize and procure, and cause to be made, and did confirm a contract for a large amount of ordnance stores—to wit, shot and shells—with a person—that is to say, with said Carmichael, who, as he, the said Talcott, believed and knew was not in a capacity to execute it otherwise than through a sale or assignment of the contract to cute the said contract, and did not intend to execute it otherwise than through a sale or assignment of the contract to some other person; thereby wilfully and knowingly exposing the Government to loss, and the public service under his charge to the discredit arising from the sale of a public contract, in consequence whereof a contract was made which was subsequently sold and transferred for a large sum—to wit, six thousand five hundred dollars—and by which contract the Government was made liable to pay for certain shot and shells more by that amount than it would have paid for the same by a contract made directly with the manufacturer; such conduct being an abuse of his official authority, a breach of the trust reposed in him, and unbecoming an officer and a gentleman."

Specification 3d. "In this: that he, the said Brevet Brigadier General George Taleott, Colonel of the Ordnance Department, in charge of the Ordnance Bureau of the War Department, well knowing of the aforeasid contract with Doctor Carmiehael, and that said Carmiehael had engaged J. R. Anderson (proprietor of the Tredegar Iron Works in Richmond) to execute the said contract, and well knowing his official duty not to conceal, but to make known such contract to the Secretary of War, did, nevertheless, wilfully and designedly conceal it, and all knowledge thereof, from the Secretary of War from the 21st November, 1850, to the 11th April, 1851; and more particularly in the following instances and occasions: that is to say, on the 18th January, 1851, when the Secretary of War did inquire of him at the War Department, and did then and there endeavor to ascertain from him whether the aforeasid Tredegar works in Richmond had a contract for making shot or shells for the Ordnance Department; and again, on the 22d January, 1851, in a written report from the making shot or shells for the Ordnance Department again, on the 22d January, 1851, in a written report fro Ordnance Bureau, made by his, the said Talcott's, or the Secretary of War, in answer to a call from said Sec for information of all science. the secretary of War, in answer to a call from said Secretary for information of all existing contracts chargeable upon the appropriations for the armament of fortifications, and for ordnance and ordnance stores and supplies; and again, on the 37th January, 1851, in a written report of that date made to the Secretary of War on the same subject, and in reply to further inquiries from said Secretary, who was thereby again specking to ascertain whether any such contracts were not the Secretary of War on the same subject, and in reply to further inquiries from said Secretary, who was thereby again seeking to ascertain whether any such contracts were outstanding; and again, in a personal interview with the Secretary of War, at the War Department, on the 30th January, 1851, when questioned by said Secretary as to the meaning or intention of the aforesaid letter to Brevet Colonel Huger, dated 6th November, 1850, whereof a copy was enclosed in said report of the 27th January, 1851; and again, on or about the 1st of March, 1851, when the Secretary of War did again in quire of him in regard to this matter in a personal interview at the War Department, and did endeavor to ascertain from him whether any shot or shells were being made for the Ordnance Department at the Tredegar Iron Works; and again, on the 10th April, at the War Department, when the Secretary of War read to him a letter from Thomas Green, dated the 5th April, 1851, alleging that the Tredegar Iron Works were making shot and shells for the Ordnance Department, under a contract probably given to Doctor Carmichael, and when said Secretary did repeat his inquiries in regard to that matter. On which several times and occasions, he, the said Talcott, did wilfully and designedly withhold and conceal from the said Secretary of War all knowledge of the said contract with Carmichael; such concealment and suppression being with intent to deceive the said Secretary, being in breach of his, the said Talcott's, official duty, and of the trust reposed in him, and being conduct unbecoming an officer and a gentleman."

Sbecification 4th. "In this: that he, the said Brevet Briga-

in him, and being conduct unbecoming an omeer and a gentleman."

Specification 4th. "In this: that he, the said Brevet Brigadier General George Talcott, colonel of the Ordnance Department, in charge of the Ordnance Bureau of the War Department, did, on the 18th January, 1851, at the War Department, state to the Secretary of War, wilfully and falsely, and with intent to deceive him, that neither the proprietors of the Tredegar Iron Works, nor any other establishment, had any contract to furnish shot or shells to the Ordnance Department; whereas, in truth and in fact, and as the said Talcott well knew, a large contract for shot and shells, and then outstanding, had been given to Doctor Edward Carmichael, which he had, as the said Talcott further knew, engaged Joseph R. Anderson, proprietor of the Tredegar Iron, Works, to execute."

Specification 5th. "In this: that he, the said Brevet Brigadier General George Talcott, colonel of the Ordnance Department, in charge or the Ordnance Bureau of the War Department, in charge or the Ordnance Bureau of the War Department, in charge or the Ordnance Bureau of the War Department, in charge or the Ordnance Bureau of the War Department, in charge or the Ordnance Bureau of the War Department, did, at the time and place therein set out, write and

" OBDWANCE DEPARTMENT, "" VARMINGTON, JANUARY 27, 1851.
""SIR: In answer to the note from the War Department of this date, I have to report that no contract has been made for shot by this Department from the last appropriations; no shot have been furnished; there are no contracts for shot made by this Department unfulfilled, and none are now contemplated.

templated.

""Supposing that the inquiry may have reference to a letter officially addressed to Brevet Colonel Huger on the 6th November, 1850, I deem it not improper to send you a copy of that letter, although not specifically called for by your note. Colonel Huger's estimate for the present quarter—the only one received from him since the above date—contains nothing for the purchase of shot.

""Respectfully, your obedient servant,

""Brevet Brigadier General, Col. of Ordnance.
"Hon. C. M. Connan, Secretary of War." "And in this, further; that he, the said Talcott, did a fe "And in this, further; that he, the said Talcott, did a few days thereafter—to wit, on the 30th January, 1851—when questioned by the Secretary of War as to the meaning of the atoresaid letter to Brevet Colonel Huger, dated the 6th November, 1850, whereof a copy was transmitted to the Secretary of War, with the aforesaid report dated January 27, 1851, state to the said Secretary that the meaning and object of said letter to said Huger was to enable the commander of the arsenal at Fort Mouroe to purchase shot and shells in small quantities, as they might be required from time to time for experiments and artillery practice; which written report and explanatory oral statement were false in fact and intent, and were made with design to deceive the said Secretary of War. explanatory oral statement were false in fact and intent, and were made with design to deceive the said Secretary of War; he, the said Talcott, well knowing that a large contract was outstanding, which had been given to Doctor Carmichael, for shot and shells for the Ordnance Department, which contract had no view to any provision for experiments or artillery practice; well knowing that he had permitted, allowed, and approved the said contract; well knowing that his said letter of instructions to said Huger dated the 6th of November, 1850, was not so designed, and had not been so construed by said Huger, as now represented by him, the said Talcott, to the Secretary of War, and well knowing that Joseph R. Anderson, proprietor of the Tredegar Works, had been engaged to execute the contract made with said Carmichael."

Specification 6th. "In this: that he, the said Brevet Bri-

proprietor of the Tredegar Works, had been engaged to execute the contract made with said Carmichael."

Specification 6th. "In this: that he, the said Brevet Brigadier General George Talcott, Colonel of the Ordnance Department, in charge of the Ordnance Burcau of the War Department, in charge of the Ordnance Burcau of the War Department, being inquired of by the Secretary of War, at the War Department, on or about the first of March, 1851, in regard to information which had reached the said Secretary that the Tradegar Works were actually making shot and shells for the Ordnance Department—he, the said Talcott, did earnestly assure the said Secretary that there was not the slightest foundation for the said information; which statement of said Talcott was false, and he knew it so to be; well knowing the foundation of said report and the facts in the case; well knowing that the contract aforesaid had been made with Doctor Carmichael; that said Carmichael had employed Joseph R. Anderson, the proprietor of the Tredegar Works, to execute it, and that the said Anderson claimed the right to execute it, as the assignee or agent of said Carmichael."

Specification 7th. "In this: that he, the said Brevet Brigadier General George Talcott, Colonel of the Ordnance Department, in charge of the Ordnance Bureau of the War Department, having heard read to him, at the War Department, on the 10th April, 1851, by the Secretary of War, a letter from Thomas Green, dated Washington, 5th April, 1851, alleging, among other things, that the Tredegar Iron Works were engaged in executing a large amount of work for the delivery of shot and shells to the Ordnance Department, under a contract probably given by the Department, or its officers, to Doctor Edward Carmichael, and assigned by him to Mr. Anderson, proprietor of said Tredegar Works, he, the said Talcott, did thereupon assert to said Secretary that "there was not a word of truth in it;" meaning in said statement in said letter that "it was false from beginning to end," or words to that

By order of the Secretary of War.

FOURTH DAY-THURSDAY, JUNE 26, 1851. The record of yesterday was read. [During the reading the record Gen. Twiggs was taken quite ill, owing to the heat and the crowded state of the room.

The Court took a recess for fifteen minutes, in order

the General might recover sufficiently to allow the trial to Upon the reassembling of the Court, the Junes Apvocati proceeded to read the correspondence which passed between Col. Huger and J. R. Anderson, of Richmond. The follow-

ng question was put to Col. Huger:

Question. Is this letter, now shown you, dated Decei
10, 1850, the one received by you from Mr. Anderson?

Answer. It is. Letter of Anderson to Colonel H. read, requesting may be allowed to execute the order given to Doct Colonel Hoger here stated that all the letters offer

Letter from Colonel H. to Anderson, dated December 18,

Letter from Colonel H. to Anderson, dated December 16, 1850, read. States that he does not think there will be any difficulty in his executing the order, but that he had better see General Talcott.

Letter from Colonel H. to Anderson, dated January 4,

1851, read. States that he will send the gauge for the sho

Letter from Col. Huger to Anderson, dated January 11. Letter from Col. Huger to Anderson, dated January 11, read. Requests him to send him some iron.

Letter from Anderson to Col. Hugher, dated January 18, read. States that he had received the ring gauges.

Col. Huger here stated that he received a letter early in February enclosing a bill of lading for the first shipment of shot, and asking for his opinion of them.

Letter from Col. H. to Anderson, dated February 10, read States that he has no cylinder gauges, and will require 8,000.

States that he has no cylinder gauges, and will require 8,000 spherical-case shot instead of shot; and also speaks of defects in the seams of the shot, and that they had not yet been

Letter from Anderson to Colonel Huger, dated February, 1851, read. States that he will send a cylinder gauge, and speaks of the causes of the defects in the seams of the shot.

Letter from Colonel H. to Anderson, dated February 19, read. States that he had examined the shot, and had found read. States that he had examined the shot, and had found many defects in them, but that they were a pretty fair sample. Letter from Anderson to Col. H., dated February 28, read. Sends bill of lading for 2,000 shot, and states that he is having the spherical-case shot patterns made.

After the reading of the above letters, General Wool made a motion that the Court adjourn on account of the apparently temporary illness of General Twiggs; which motion was carried, every member voting in the affirmative except Gen.

Twiggs.

The Court then adjourned till to-morrow morning

Note by the Reporter.-In my report of yesterday made an error in giving the purport of the letter of Colone Huger to Mr. Anderson, dated December 6, 1850. To correct it, I now give the letter entire :

FORT MONROE, DECEMBER 6, 1850. FORT MONROE, DECEMBER 6, 1850.

My Dear Sir: I have your letter of the 2d instant. Dr. Carmichael called on me with a letter from Gen. Talcott, authorizing me to order of him a supply of shot or shells, as I might require. Dr. C., it seems, had some claim for an unfinished order on Wellford's foundry; and so far from telling either Gen. Talcott or myself that he had no interest in a foundry, but intended to sell the order in market, he expressly stated that he desired to get such an order to re-establish the foundry near Fredericksburg, in which he was formerly engaged, and which he said was to be managed by the son of Mr. Wellford, the former proprietor.

Knowing that he could only do the work there very slowly, I gave him the whole amount required that he might make preparations accordingly, and that he should deliver the whole quantities at once; for I did not want them immediately, and have no means of paying for them.

did not wait for this consent, but at once sold the order to you.

On consulting with Gen. T. we thought that, under the circumstances, we should decline consenting to the transfer of the order, and I wrote to Mr. K. accordingly; but before any answer could be received from him I was informed by Capt. Stone that Dr. C. had transferred his order to you, and, asking my instructions concerning it, I could only reply as I had to Mr. Kemble, refusing my consent to the transfer.

I met Capt. Walbach in Washington at the time, on his way to Richmond, and requested him to make an explanation of the matter to you; but, as you informed me you were absent that week, he must have missed seeing you.

I was authorized by Gen. T. to give the order, but am not provided with funds to pay for the articles; and he is not at all satisfied with Dr. Carmichael's proceedings, as they might have given much trouble. As it is, I am glad it has fallen into the hands of a friend; for, as the order does not contain the understanding we had with Dr. C., it is a plain one; and what I want you to do is, to keep quiet about it, and have a private understanding with Gen. T. before doing any thing in the matter. I have marked two of the words in the power of attorney sent, and which I return herewith, which are necessary to make it comply with the order; though this is of no consequence if we understand each other.

Very truly, yours,

BENJAMIN HUGER.

Very truly, yours, BENJAMIN HUGER. J. R. ANDERSON, Esq., Richmond

THE SEA.

POR THE NATIONAL INTELLIGENCER.

Mr. Porter's communication on the coral formations of the cean, by the industry and perseverance of the little insect to labor and skill he attributes these formations, has no doubt excited the amazement of many others as well as myself. If they should reach the extent which he supposes they will, some consequences may arise which I will suggest for his explanation. If the salt of the sea is abstracted to such by the Hon. J. L. ORR: an extent as would be necessary in building islands and continents where the Pacific now rolls its vast compass of waters, what will become of those dwellers in the sea, great and perchance be salt enough left for their use, yet the waters, eing reduced to so small a compass, would not afford space for their habits of life. Would not that vast and prolific link in creation's chain be knocked out?

The hardy tars of New Bedford and Nantucket will not look to the great whale field as an enduring source of wealth to their posterity.

But aside from the interest which the fish have in this matter, another question arises that concerns man himself

When the waters of these oceans are converted into continents, will there be a sufficient exhalation of vapor to modify the fires of the sun so as to make its heat tolerable to man, and suitable to the growth of the vegetation on which he depends for his existence? Would not such a diminution of the sea convert the whole atmosphere of the earth into a temperature that nothing but a salamander could exist in? If the great mechanical laws upon which our earth is constructed required the presence of these seas to give it a proper temperature, would not the loss of these seas defeat the end of its erection as a habitation for man? These queries arise upor reading the interesting communication of Mr. PORTER and he probably may find it easy to reconcile them to the vast changes which the coral architects are destined to make upon the structure of our globe.

GEORGETOWN.

OBITUARY.

To sketch "death's doings" in any case is painful, ever To sketch "death's doings" in any case is painful, even when the object of the arrest is one who has lived long and measured well nearly the entire span of human life; but when called upon to record the revages of the relentless foe where the object of attack is one in the bloom and buoyancy of youthful promise, it is peculiarly painful; and yet it is the task which the chronicler of events is often called to perform; for it is a fact, not to be denied, that more persons die be-tween fifteen and twenty than in any other five years of life's

Were the pen that now writes capable of tears, it would weep while it records that Miss Mary L. K. Strider, only daughter of Samuel Strider, of Jefferson county, Virginia, is no more. She took cold during the Christmas holydays; it fell upon her bust and lungs, slightly at first, but afterwards the inflammation attacked the brain with a fierceness that baffled the skill of the best physicians and the watchful care of the most attentive nurses, and despite of every effort that experience, vigilance, and love could suggest, she fell a victim to death January 22d, 1851, in the seventeenth year of her age, at the Weyleyan Female College, at Wilmington, Delaware. Her raction is true, was short, yet it was comparatively happy, made Were the pen that now writes capable of tears, it would lance, and love could suggest, she set a victim to death a 22d, 1851, in the seventeenth year of her age, at the Wesleyan Female College, at Wilmington, Delaware. Her race it is true, was short, yet it was comparatively happy, m so by her many lovely traits of character. She possessed amiable temper and much kindness of manner, arising from a soul full of friendship and love. There was an air of courtesy in her intercourse with society that never fails to win regards. She sympathized with the afflicted and the sorrowful, delighted in the prosperity of the prosperous, and was seldom if ever known to do an unkind act. She possessed a mind capable of a high state of cultivation, and was, moreover, am bitious of mental distinctions that led her to pursue know ledge with avidity and delight.

Some months before her last illness she professed to expe

rience a change of heart, or, as she phrased it, a "spiritual blessing;" and her entire deportment comported well with the christian character, though she had not as yet attached

blessing; "and her entire deportment the christian character, though she had not as yet attached herself to any christian association.

In view of all the facts in her history, we were wont to look upon Miss Strider as a young lady of much promise, an ornament to the society in which she mingled, and the brightest hope of the family circle; nor could we allow ourselves to think, even when the state of her disease began to appear in a threatening aspect, that God in his providence had purposed to call away in the morning of her life one who seemed to promise so much for future usefulness. Infinite wisdom is known, however, why such events are permitted to occur, and though to us it is truly an inscrutable Providence, we are bound to bow in submission, knowing that as God is too wise to err and too good to be unkind, the event, so painful to us, and to good to be unkind, the event, so painful to us, as must have been permitted for some good end. To say the least, it is a loud call to her many youthful associates and a solemn admonition to all "to seek the Lord while he may be found, and to call upon Him while He is near;" the more ctor "2. Resolved, That the Central Southern Rights Association of the State of South Carolina do consist hereafter of Dentric Carolina do consist hereafter of D

## WASHINGTON

Liberty and Union, now and forever, one

SATURDAY, JUNE 28, 1851.

THE MARCH OF EVENTS IN SOUTH CAROLINA. IN FURTHER CONTINUATION.

In our last reference to this subject, not having then met with any authentic report of the Proceedings of the Convention of "State Rights Associations" held at Charleston on the 5th of May, we inferred, from circumstances which appeared to us to exclude any other conclusion, that the object of the originators of that Convention was to precipi-

Since that time, we have received a copy of the "official" account of "Proceedings of the Meeting of Delegates from the Southern Rights Associations of South Carolina at Charleston, in May, 1851." We are now, therefore, enabled to speak " by the book" on this subject.

tate revolutionary action by the State.

The very first proposition to the Meeting was one effectively to take the business of Revolution, under the general phrase "decisive action on the part of the friends of the South," out of the hands of the Legislature and the already authorized State Convention of South Carolina, into the hands of the Southern Rights Associations of the State, in the manner indicated in the following resolutions, moved by Mr. John B. WRIGHT, of Laurens:

" Whereas a crisis has arrived in the history of our country, calling for some decisive action on the part of the friends of the South :

"1. Resolved, That conciliation is a virtue and co-operation desirable; but that, if need be, separate State action is the rightful remedy to which, or to any effectual measure of resistance by the Constitutional Convention, we pledge our all.

"2. Resolved, That more effectually to secure the co-operation desired, a State Southern Rights Association be organized by this Convention, to be composed of delegates from each association in this State, which shall meet semi-annually of Columbia.

"3. Resolved, That each Southern Rights Association in the State be requested to call a meeting of their members as early as practicable, and ascertain the names and number of members over the age of 17 and under 49, and all over the members over the age of 17 and under ay, and an over the age of 40, and keep a roll of the same separately, to be reported to the State Association semi-annually.

"44. Resolved, That the President of this Convention appoint a committee of ——, to prepare an Address to the Southern Rights Associations of the other States, inviting them to meet us in Convention at ——, on the — day

The last of these resolutions proposed, substantially, as the reader cannot fail to observe, to super-

sede the proposed Convention of Southern States by a Convention of "Southern Rights Associations :" and thus to place the destinies of the State beyond the control of the body of the People, or their constituted authorities. Another series of resolutions was moved by Mr.

EDMUND RHETT, from the St. Helena Association, the concluding one of which proposed to "memorialize" the Legislature of the State "to convene the State Convention at the earliest period practicable, after the first of February, 1852, for the pur pose of declaring South Carolina an independen

Mr. Fickling, from the association of St. Luke's proposed another series of resolutions, the last of which was as follows:

"Resolved, That this Convention can see no possib reason for postponing the action of this State beyond to month of January next." The following resolution was moved, per contro

"Resolved, That the State Convention called at the la session of the Legislature of South Carolina, in our opinio should be assembled by order of the next Legislature; th triotism of the delegates elect, and pledge ourselves to su the final action of the Convention; and that we consid inexpedient to dictate or suggest to the members thereof mode and measure of redress for the many grievances infi ed on us by the Federal Government."

These several resolutions, without being direct acted upon in the Convention, were referred to general committee, appointed to prepare and rep ousiness for the meeting.

This general committee reported for the act of the Convention the following resolutions:

"1. Resolved, That in the opinion of this meeting State of South Carolina cannot submit to the wrongs aggressions which have been perpetrated by the Federal G ernment and the Northern States without dishonor and ra and that it is necessary to relieve herself therefrom, who with or without the co-operation of other Southern States "2. Resolved, That concert of action with one or more our sister States of the South, whether through the prop-Southern Congress, or in any other manner, is an oworth many sacrifices, but not the sacrifice involved in

"3. Resolved, That we hold the right of sec essential to the sovereignty and freedom of the States of Confederacy; and that the denial of that right would nish to an injured State the strongest additi-

"4. Resolved, That this meeting looks with confiden hope to the Convention of the People to exert the sovers power of the State in defence of its rights, at the earliest p ticable period, and in the most effectual manner; and to Legislature to adopt the most speedy and effectual meastoward the same end." It was upon these resolutions that the deb

took place, in which Mr. Butler, Mr. ORR. M BARNWELL, and Mr. HAYNE made speeches which have been published. In the course of this discussion Mr. ORR, on behalf of the minority of the genera committee, moved the following resolution as substitute for those reported:

This motion was rejected, says the record, "by an overwhelming majority.'

The resolutions reported by the general committee were then agreed to as above, the first " with but very few dissenting voices;" the fourth " with scarcely any voices in the negative;" and the second and third "unanimously, and ordered to be so entered on the journal."

After which the following supplementary report was made from the general committee: